

**APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3741
JURY/COURT SOFTWARE LICENSE AGREEMENT**

Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876

(“CONDUENT”)

and

(“Customer”)

THIS AGREEMENT is made between CONDUENT and Customer as of the Effective Date, and, along with _____, the parties agree as follows:

1. Definitions.

“Baseline” means the general release version of a Component System as updated to the particular time in question through both CONDUENT’ warranty services and CONDUENT’ Product Support & Enhancement Program, but without any other modification whatsoever.

“Component System” means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

“Confidential Information” means, to the extent authorized by the Texas Public Information Act, non-public information of a party to this Agreement. Confidential Information of CONDUENT includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third

parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

“Delivery Address” means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

“Delivery Date” means the date on which CONDUENT ships the Component System(s) to the Delivery Address F.O.B. Customer Delivery Address.

“Discloser” means the party providing its Confidential Information to the Recipient.

“Documented Defect” means a material deviation between the Baseline Component System and its documentation, for which Documented Defect CONDUENT has confirmed that Customer has given CONDUENT enough information for CONDUENT to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under CONDUENT’ control.

“Effective Date” means the date identified on the signature page of this Agreement as the Effective Date.

“Equipment” means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

“Exhibit 1” means, collectively: (i) The schedule attached to this Agreement which is marked as “Exhibit 1,” including all attached Software Supplements; and (ii) any schedule also marked as “Exhibit 1” (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Licensed Software” means the Component Systems listed in Exhibit 1.

“Customer Employees” means: (i) Customer’s employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know and who, prior to obtaining access to the Licensed Software, have executed an CONDUENT-approved non-disclosure agreement.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. CONDUENT has the right to grant Customer this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, CONDUENT owns the Licensed Software.

3. License. Subject to the terms and conditions of DIR Contract No. DIR-TSO-3741 and this Agreement,

CONDUENT grants Customer a non-exclusive, non-transferable license to use and copy for use the Licensed Software on the Equipment within the United States of America for Customer’s own, non-commercial computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Customer is not granted a license for use. Customer may not make any use of any Source Code and/or Object Code for any such Component Systems for which Customer is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Customer shall have no right to access, copy or otherwise use the Source Code for any Component System of the Licensed Software.

(b) Object Code. Customer has right to use the Licensed Software in Object Code form. Customer also has the right to use the Licensed Software in Object Code form temporarily on another CONDUENT-supported configuration, for disaster recovery of Customer’s computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Customer is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. To the extent consistent with the Texas Public Information Act, Customer will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict “need to know” basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Customer will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining CONDUENT’ prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that CONDUENT otherwise provides with the Licensed Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Licensed Software.

4. Available Services. CONDUENT will provide Customer with services under a separate Software Services Agreement.

5. Delivery. Except as otherwise provided in Exhibit 1, CONDUENT will deliver all Component Systems to Customer at the Delivery Address within thirty (30) days after the Effective Date.

6. Payment and Taxes.

(a) Payment. Payments shall be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3741. Customer will also reimburse CONDUENT, in accordance with Appendix A, Section 8D of DIR Contract No. DIR-TSO-3741 for pre-approved travel expenses that CONDUENT incurs in providing Customer with services under this Agreement. These will be paid in accordance to the Texas Travel Management Guide issued by the Comptroller of Public Accounts. Customer will also reimburse CONDUENT for all charges incurred in connection with accessing Equipment.

(b) Taxes. Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3741.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by CONDUENT and Remedy For Breach. For each Component System, CONDUENT warrants to Customer that, for period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, CONDUENT, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, CONDUENT is unable to provide Customer with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty.

These remedies are exclusive and are in lieu of all other remedies, and CONDUENT's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **CONDUENT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. CONDUENT EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than CONDUENT modifies the Baseline Component System; or (ii) Customer does not implement changes that CONDUENT provides to correct or improve the Baseline Component System. If despite any modification of the Component System, CONDUENT can replicate the reported problem in the Baseline Component System as if the problem were a Documented Defect, then CONDUENT will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Documented Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement, and to the extent allowable under the Texas Public Information Act, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

9. Indemnity by CONDUENT. Indemnification shall be handled in accordance with Appendix A, Section 10A DIR Contract No. DIR-TSO-3741

10. Term and Termination.

(a) Terminations and Rights Under Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3741. (b) Effect of Termination. Upon termination of this Agreement, Licensee will promptly return to CONDUENT or (at CONDUENT' request) will destroy all copies of the Licensed Software to the extent authorized by applicable records retention laws and policies, and will certify to CONDUENT in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

11. Notices. Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3741.

12. Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3741.

13. Assignment. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3741.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by the laws of the State of Texas and any dispute resolved in Travis County, Texas. Dispute Resolution shall be handled in accordance with Appendix A, Section 11A pf DIR Contract No. DIR-TSO-3741. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A. SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3741.

17. Entire Agreement. DIR Contract No. DIR-TSO-3741 and this Agreement contain the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

CONDUENT

By: _____

(Printed Name and Title of Signatory)

CUSTOMER

By: _____

(Printed Name and Title of Signatory)

EXHIBIT 1
(Page 1 of 2)

Customer:
Delivery Address:

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which CONDUENT supports the Licensed Software. Customer acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Customer, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that CONDUENT can confirm that it is a configuration on which CONDUENT supports use of the Licensed Software. CONDUENT will then advise Customer whether CONDUENT supports or does not support use of the Licensed Software on the proposed configuration. If CONDUENT does not support use of the Licensed Software on the proposed configuration, Customer must propose a new configuration until CONDUENT does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Customer must also obtain, install on the Equipment and maintain CONDUENT-supported versions of certain database software products and certain software/hardware peripherals. By this notice, CONDUENT is advising Customer that Customer should consult with its CONDUENT Sales representative to obtain a written listing of such necessary database software products and software/hardware peripherals.

LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Software Suppl't	Fee
Total Component Systems Fee:			\$
Third Party Component System:			
Total Third Party Component System License Fee:			\$
TOTAL LICENSE FEE:			\$

EXHIBIT 1
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Customer: _____

PAYMENT: Payment shall be in handled in accordance with Appendix A, Section 8J of DIR Contract No. **DIR-TSO-3741.** CONDUENT will invoice Customer for all other services and applicable charges, as CONDUENT renders the services or Customer incurs the charges, as applicable.

DELIVERY: Unless otherwise indicated below, each of the Component Systems identified above shall be delivered within thirty (30) days following the Effective Date.

CONDUENT

By: _____

(Printed Name of Signatory)

Title: _____

CUSTOMER

By: _____

(Printed Name of Signatory)

Title: _____